

U. S. Environmental Protection Agency
Region II

July 7, 2004

PERFORMANCE-BASED STATEMENT OF OBJECTIVES
for
EMERGENCY AND RAPID RESPONSE SERVICES (ERRS)
for
SITES LOCATED IN NEW YORK AND NEW JERSEY

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I. INTRODUCTION

A. ACRONYMS

ACP	Area Contingency Plans
ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, & Liability Act of 1980
CFR	Code of Federal Regulations
CO	Contracting Officer
CWA	Clean Water Act
DO	Delivery Order
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
FRP	Federal Response Plan
HASP	Health and Safety Plan
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER	(US EPA) Office of Solid Waste and Emergency Response
PO	Project Officer
POLREP	Pollution Report
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RM	Response Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
TO	Task Order
TSDF	Treatment Storage and Disposal Facility

B. DEFINITIONS

1. **On-Scene Coordinator:** The EPA official designated to coordinate and direct responses under Subpart D of the NCP, and/or any direct removal action under Subpart E of the NCP.
2. **Remedial Project Manager:** The EPA official designated to coordinate, monitor, or direct remedial or other response actions under Subpart E of the NCP.
3. **Ordering Officer:** An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.
4. **Removal Action:** A removal action may fall into one of three categories:
 - a) Emergency removal actions require an immediate response to releases
 - b) Time-critical removal actions require a response action within six (6) months
 - c) Non-time critical removal actions require a response action that can start later than six (6) months after the determination that a response is required is made.

The specific type of removal action and the required response time shall be determined by the OSC with consideration given to the nature of the release, the contaminants of record, and the threat or potential threat to human health and/or the environment.

5. **Response Manager:** An employee of the contractor designated to be the point of contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work assigned in the delivery order.
6. **Regional Crossover:** A response action under this contract that will be conducted in one of the other of EPA's nine Regions. Response times would be negotiated with the contractor prior to the issuance of a delivery order.
7. **Rapid Remedial Response:** A response to an NPL site to implement a designated cleanup strategy.

C. TITLE

The purpose of this contract is to provide fast, responsive, environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil in the following areas of Region 2 only: the states of New York and New Jersey. Environmental cleanup response to natural and man made disasters, terrorist activities, weapons of mass destruction, nuclear, biological, and chemical incidents may also be required under this contract.

The contractor shall provide all personnel, materials and equipment as listed in Section B.1 of the contract to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B* of the contract when deemed necessary by the On-Scene Coordinator to accomplish the response action.

D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40CFR Part 300); Presidential Decision Document (PDD) #39; the Robert T. Stafford Natural Disaster Act and pursuant to the Federal Response Plan (FRP); and in accordance with any reauthorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance disposal sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare, or environment during emergencies or natural disasters; to support states and communities in preparing for responses to releases of oil, petroleum products, and hazardous substances; and to provide response and removal services in response to incidents involving natural and man made disasters, weapons of mass destruction, acts of terrorism, and nuclear, biological, and chemical incidents and Federally Declared Disaster incidents.

E. SCOPE

The Contracting Officer (CO) or the CO's designated representative, a warranted EPA On-Scene Coordinator (OSC), or Ordering Officer identified in the contract or subsequent modification(s) to the contract, will issue Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors. The Government will make all final determinations resulting from contractor provided advice and assistance under this contract.

The contractor shall take any response action, under the direction of the

Ordering Officer, consistent with the terms and conditions of the contract, in order to perform the required services listed in the Task Order. Task Orders may be issued verbally but will be formalized in writing within two business days or as soon as practical. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

<> a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment

<> the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear, biological, or chemical incidents

<> natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a Task Order issued by the Contracting Officer or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc.) in a timely manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

The contractor shall take any action as required by the Task Order, that may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of hazardous substances into the environment. The Contractor shall conduct all containment and clean-up activities in accordance with the National Contingency Plan (40 CFR Part 300).

Designated Ordering Officers listed in the contract Clause G entitled, ORDERING--BY DESIGNATED ORDERING OFFICERS, will issue task orders on a 24-hour basis to a contractor designated, single point-of-contact (Program Manager), to initiate clean-up work. The On-Scene Coordinator will work with the Response Manager in order to ensure implementation of the requirements of the Task Order.

F. RESPONSE TIME

The contractor shall insure that clean-up personnel and equipment are available for the performance of work within 48 hours of receipt of a task order, or a longer period if so stated in the task order. In the case of emergency response actions, the contractor shall be required to have a Response Manager and Health and Safety Officer and Field Clerk on-site within 6 hours of receiving an emergency response notification (verbal task order). All required emergency response equipment must arrive on-site within 12 hours of receipt of the emergency response notification. The contractor shall not be precluded from providing these services in less time than the required

response time and may be requested, but not required, to provide these services in a shorter response time.

II. TECHNICAL REQUIREMENTS

Once the contract minimum is met, the Contractor will be awarded additional task orders dependent on the Contractor's compliance with the Performance Standard. Performance-based Task Orders will be identified as such and will be monitored in accordance with the Quality Assurance Plan. All Task Orders will be evaluated using the Task Order Evaluation as stated in the clause entitled "ORDERING UNDER MULTIPLE AWARD CONTRACTS."

A. Program Manager Responsibilities

The contractor's Program Manager shall be the single point for coordination with the EPA Contracting Officer and Project Officer and shall be responsible for receiving and implementing all task orders issued under this contract.

Specific responsibilities of the contractor's Program Manager shall include the following:

1. Ensure that trained, qualified personnel are provided for response activities and that the Response Managers are provided adequate resources to perform the clean-up activity. The contractor shall maintain communications and coordinate with the EPA Project Officer and Contracting Officer, including reporting problems encountered in performing task orders and implementing any special controls specified by EPA.
2. Manage personnel, equipment, and materials specified in Section B* of the contract or in individual task orders with limitations specified therein, so that all items are available at any location within the response time limits specified in this Statement of Work. Provide for a 24-hour call center to afford Designated Ordering Officers timely access to clean-up services.
3. Receive, acknowledge and manage the implementation of task orders issued by Designated Ordering Officers. Select personnel, equipment, materials, and services as specified in the task order or included in technical direction issued by the On-Scene Coordinator and provide supervision and administrative support to all Response Managers.
4. Maintain a response-by-response accounting of all costs incurred in accordance with generally accepted accounting principles and contract-specific reporting requirements and control costs at all levels of work. Manage the preparation and submittal of all reports as specified in Section F of the contract.
5. Develop and manage a comprehensive program safety plan to protect all cleanup personnel, including both prime and subcontractors, in contaminated and uncontaminated areas. This plan shall be utilized in the preparation of all site safety plans. The plan shall be flexible to work with other site contractors' safety plans, such that one overall site safety plan, approved by the On-Scene Coordinator, could cover all personnel working on the site. Ensure that all applicable OSHA regulations for worker protection are met by all personnel, including

both prime and subcontractors, in contaminated and uncontaminated areas.

6. Develop, implement and manage a quality assurance program that will ensure that all environmental measurements obtained under the contract are of known quality. Develop, implement, and manage a quality assurance project plan for each separate clean-up action in which environmental measurements will be made. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements as well as EPA region-specific quality assurance requirements (OSWER Directive 9360.4-01).
7. Provide oversight/control of all subcontracting activities. Ensure that proper subcontracting procedures are followed and complete subcontracting documentation is provided to the On-Scene Coordinator and Contracting Officer.
8. Provide a source of information to On-Scene Coordinators concerning the status of pending Removal activities when a particular site may be demobilized and the Response Manager is working at another site. Typical information requested by On-Scene Coordinators might be the status of analytical services or transportation and disposal arrangements, etc.
9. Attend regularly scheduled program management status meetings with the Contracting Officer and Project Officer.

B. Response Manager Responsibilities:

For each task order issued, the contractor shall name a Response Manager. This Response Manager shall be fully dedicated to the specific clean-up action for the duration of the response unless substitutions are approved by the On-Scene Coordinator or Project Officer. The Response Manager shall be the point of contact for on-scene coordination with the On-Scene Coordinator and shall ensure that the management and execution of all clean-up activities fulfill the requirements of the Task Order. The Response Manager must be at the scene of a response action within the required response time as stated elsewhere in this Statement of Work. The Response Manager shall not be precluded from responding in less than the response time limits if approved by the On-Scene Coordinator.

The Response Manager, with appropriate resources, shall be on-site on a daily basis unless instructed otherwise by the On-Scene Coordinator; however the contractor shall maintain someone on-site at all times with authority to act for the contractor and coordinate subcontract activities. The specific on-scene management responsibilities of the contractor shall include the following:

1. Maintain communication and coordination with the On-Scene Coordinator for the duration of a specific response, including reporting problems encountered in executing the clean-up activities.
2. Conduct on-scene surveys to develop detailed project work plans in

coordination with the On-Scene Coordinator. The contractor will be encouraged to provide opinions and/or recommendations to the On-Scene Coordinator pertaining to the response action.

3. Provide administrative support, supervision, and management of personnel, equipment, materials and services provided on-scene.
4. Provide the On-Scene Coordinator with a detailed accounting of all costs incurred at a specific site, utilizing the Removal Cost Management Software (RCMS) computer tracking system provided by EPA. If electrical power and computer are not available, a handwritten EPA Form 1900-55 is required. All handwritten 1900-55's must be entered into RCMS.
5. Supervise the quality of work done at the site and the qualifications of the contractor personnel performing the work. Ensure that the performance of sampling and analysis tasks adhere to all quality assurance, quality control and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA region-specific QA requirements (OSWER Directive 9360.4-01 and "EPA Requirements for Quality Assurance Project Plans - EPA QA/R-5").
6. Implement a site specific response action safety plan to protect all personnel in contaminated and uncontaminated areas. Insure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors working on site.

The Contractor shall also perform the following functions:

C. "Level A" Response Capabilities

The contractor shall maintain Level A emergency response capabilities that meet the requirements of this section. EPA intends to utilize these capabilities to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents;
- Radiological materials;
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents, etc.); and
- Other industrial chemicals that might be used as weapons.

The contractor shall provide a Level A team or teams with trained, experienced, labor and appropriate equipment necessary to perform Level A response operations safely and in a timely manner. Each team shall consist of (1) Response Manager, (6) Entry Team members, (1) Health and Safety Officer, (4) Level B Decon Team members and (3) Level C Decon Team members. Level A teams shall respond, fully equipped, to an incident within 12 hours with sufficient PPE and supplies to support Level A operations during the initial 24 hours of a response. Teams shall be able to support a minimum of six Level A entries consisting of three persons per entry over a 24-hour period without interruption.

The contractor shall have a Health and Safety Program sufficient to support Level A operations and written standard operating procedures (SOP) necessary

to ensure that worker safety is not jeopardized. Level A operations, medical monitoring, SOPs and training of personnel must be conducted in accordance with OSHA 1910.120 and National Fire Protection Association (NFPA) standards.

The contractor shall have the ability to perform the following tasks in Level A PPE:

- Assessment of site conditions and provide recommendations for mitigation of site hazards and clean-up operations;
- Perform air monitoring for health and safety
- Sampling operations
- Perform physical operations to stabilize site conditions such as close valves (including cylinders), plug or overpack leaking containers, transfer liquid hazardous materials into secure containers, or provide other containment as necessary to stop or prevent the release of hazardous materials.

The contractor shall be able to conduct Level A entries independently and jointly with qualified EPA personnel, other EPA contractors, other federal agencies, and any agents of EPA based upon site conditions.

The contractor may be tasked to participate in tactical exercises with the EPA in order to develop a working team relationship. Exercises will include the use of contractor and government-provided equipment.

D. Program Clean-up Operations

The contractor shall provide clean-up services for responses to releases of oil, petroleum and hazardous substances in order to fulfill the requirements of the Task Order. Time-critical removals and rapid remedial actions will specify in the task orders the time for the initiation of a response. In the case of an emergency situation, task orders may be issued verbally, then confirmed in writing within 72 hours.

If specified in task orders, the contractor shall conduct an initial on-scene survey. The purpose of this survey shall be to gain sufficient on-scene familiarity with the task order statement of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. The contractor shall be expected to present available options and make appropriate suggestions in the work plan to the On-Scene Coordinator or Project Officer for their decision. The work plan shall define the types and quantities of clean-up personnel, equipment, and materials that would be needed, the proposed project schedule by sub-task, and the estimated cost. The contractor shall not begin work until the work plan has been approved in writing by the Designated Ordering Officer. The contractor shall make every effort to mobilize all personnel, equipment, and materials from the nearest contractor office to the clean-up site.

The contractor shall take any actions, under the technical direction of the On-Scene Coordinator, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substance into the environment. These actions may include but shall not be limited to those conducted under the following clean-up phases:

E. Containment And Countermeasures

The contractor shall take actions to protect the public health and welfare, which shall include but may not be limited to the following:

- sample to determine the source, spread, and disposal options of a release;
- contain the release at its source and prevent further acute flow of the pollutant;
- control the source of discharge;
- use chemicals or other materials to restrain the spread of the pollutant;
- place physical barriers to deter the spread of a pollutant;
- construct slurry trenches;
- place diversionary booms;
- earth moving;
- drum handling;
- containerize pollutants;
- divert streams;
- keep waterfowl and other wildlife away from the polluted areas;
- control water discharge from upstream impoundments;
- provide alternative drinking water supplies on a temporary basis;
- provide temporary housing for evacuees, including the relocation of both residential and commercial evacuees as deemed appropriate by the EPA and in accordance with applicable federal regulations;
- provide traffic, crowd, and navigation controls;
- provide security; and
- execute damage control or salvage operations.

F. Clean-Up, Mitigation And Disposal

The contractor shall take actions as directed by the EPA to recover the pollutant from the affected media. These actions shall include, but not be limited to, the following:

- using chemicals for flocculation, coagulation, neutralization and separation;
- using biological treating agents;
- physical and chemical treatment of affected water and soil;
- using specialized equipment such as mobile carbon treatment systems;
- aerating affected media to selectively release volatile components;
- fixing or treating the polluted media in place,
- salvaging or destroying vessels,
- destroying contaminated equipment and facilities; and
- designation of explosive materials.

On-site treatment is the preferred method of mitigating the threat. When the work plan is submitted for On-Scene Coordinator approval, on-site treatment should be proposed whenever deemed cost effective and possible.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. Work conducted shall include, but not be limited, to the following:

- flushing contaminants from marsh areas followed by collection and holding;
- skimming materials from the surface of water;
- washing soils with subsequent collection and storage of recovered material;
- pumping contaminated groundwater with subsequent storage; and
- segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, the contractor shall dispose of any contaminated material consistent with all appropriate Federal, State, and local regulations, and EPA's off-site disposal rule (40 CFR 300.440). The EPA may request sampling and analysis for disposal purposes, using approved quality control procedures. The government has the option to accomplish analysis, transportation and disposal through this contract or through other contractual mechanisms at its' discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection, degradation, treatment, and recycling. The disposal options, as determined by EPA, shall include temporary storage and ultimate disposal. Depending on the material contaminated, disposal options may include demolition.

The contractor shall accomplish all storage, transportation, treatment, and disposal of pollutants and meet all regulatory, safety and environmental laws and regulations at the Federal, State, and local levels. The contractor shall be responsible for all necessary transportation and disposal permits. Transportation and disposal must be subcontracted pursuant to Section H of the contract.

At the time of any off-site treatment, storage or disposal, the contractor shall select a facility that meets the requirements of EPA's policy for off-site response actions. The contractor shall not utilize any facility that has not been verified for off-site treatment, storage or disposal of CERCLA wastes. This verification may be obtained from the On-Scene Coordinator or the Project Officer.

G. Restoration

The contractor shall conduct activities to repair or replace material damaged by the clean-up operation in order to restore the damaged environment to as near pre-response conditions as determined by the EPA. Such actions shall include restocking, regrading, reseeding, replanting, and soil replacement.

H. Analytical

The contractor shall perform on-site and off-site analytical activities. These activities may require rapid turnaround (24 hours or less) to provide chemical and physical analyses or high sample quantity volume analyses, to include, but not be limited to: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols, and applicable disposal parameters as determined by EPA. The contractor shall also perform related activities that include: sample collection, storage, transportation, analysis and disposal, as determined by EPA.

I. Quality Assurance Requirements

The contractor shall develop and implement an environmental measurements quality assurance program (QA Project Plan) which will ensure that environmental monitoring data of known quality is provided. The program will be in compliance with the guidance set forth in the document entitled "EPA Requirements for Quality Assurance Project Plans-EPA QA/R5" and "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Updated versions will be provided to the contractor as they become available. At the request of the On-Scene Coordinator, site specific plans shall be coordinated with other contractors working on-site, such that one site QA/QC plan is utilized for all site analytical activities.

The EPA Project Officer and Quality Assurance Officer will review and approve the QA Project Plan, as stated in the "Other Deliverables" clause of the contract. EPA will determine, through this approval process, that the proposed methods are consistent in nature and application with the methodology used in other Superfund contracts which generate analytical data. All analytical methods used for analysis done by fixed laboratories must be consistent with EPA protocols, National Enforcement Investigation Center protocols, and other analytical protocols as appropriate. The contractor shall use the Sample Shipment/ Tracking Record Form for all sample analysis (see QAMS-005-80). The QA Project Plan will be augmented by site-specific Sampling QA/QC Plans (see OSWER Directive 9360.4-01). The contractor shall provide QA/QC data to the On-Scene Coordinator upon request.

The program will consist of both an auditing and a corrective function. The auditors will report directly to contractor corporate management. Corporate management will then be expected to bring the firm's resources to bear on the solution of any problems encountered. EPA will periodically perform QA systems audits during the life of this contract.

J. Technical Support of Government Enforcement Proceeding

The contractor shall provide technical support for government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract.

Such enforcement proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the government in undertaking such actions. The contractor shall ensure that all necessary data is collected and that proper chain-of-custody procedures (see Table II) required to support court proceedings are observed. This shall include, but not be limited to, the following enforcement support effort:

- a. Retaining and storing all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations, and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer, or

any representative of the Contracting Officer, with full access to these records during the ten year period. See Special Contract Requirement, "Retention and Availability of Contractor Files", Section H of the contract.

- b. Providing testimony during enforcement proceedings for a given site for which the contractor provided services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes. Affidavits and depositions may be required. See Special Contract Requirement, "Testimony" Clause. The contractor shall furnish the technical services, materials, and equipment required to support government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract. EPA may conduct proceedings directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the EPA in undertaking removal and/or remediation actions. The contractor shall ensure that all data as requested by the EPA is collected and that proper chain-of-custody procedures required to support court proceedings are observed. See Section H, Special Contract Requirement, "Retention and Availability of Contractor Files" and "Testimony."

III. QUALITY ASSURANCE PLAN

The Performance-Based Statement of Objectives for the New York and New Jersey Emergency and Rapid Response Services contracts includes various performance requirements. The following Quality Assurance Plan lists these various requirements, the performance standard for determining the contractor's success in meeting the requirements, the method of surveillance by the On-Scene Coordinator, the standard deviation, and the incentive for each of the required services.

ALL PERFORMANCE-BASED TASKS WILL BE MEASURED IN ACCORDANCE WITH THIS QUALITY ASSURANCE SURVEILLANCE PLAN AND EVALUATED IN ACCORDANCE WITH THE CLAUSE ENTITLED "ORDERING UNDER MULTIPLE AWARD CONTRACTS."

SOW Required Services	Performance Standard	Method of Surveillance	Standard Deviation	Incentive(s)
Emergency Response	Contractor's response manager, health and safety officer, & field clerk arrive at site within 6 hours of receiving a verbal task order	OSC will document the contractor's response time	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
Emergency Response	All remaining personnel & equipment requested by the OSC arrive at the site within 12 hours of receiving a verbal task order	OSC will document the arrival of additional personnel and equipment.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.

Contractor's Establishment Of A 24 Hour Call Center	OSCs must be able to contact the contractor on a 24 hour basis to issue emergency task orders as necessary.	OSC will document the ability to reach the contractor on a 24 hour basis.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
Non-Emergency Response Task Order - Availability of Personnel, Equipment, & Material	Contractor shall ensure that all personnel, equipment, & material requested by the OSC arrives at the site within 48 hours of receipt of a task order	OSC will document the arrival time of all requested personnel, equipment, & material.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
Develop Detailed Project Work Plans	Contractor shall conduct on-scene surveys to develop detailed project work plans in coordination with the OSC. The contractor shall prepare the work plan with the goal of accomplishing the project in the most effective, efficient, and safe manner.	OSC will document the completeness, accuracy, and timeliness of submission.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.

Cost Accounting	Contractor shall provide the OSC with detailed daily cost accounting, utilizing the RCMS computer tracking system provided by EPA.	OSC will document the receipt, accuracy, and completeness of daily cost accounting reports required in Section F. of the Contract.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
Site Safety	Contractor shall develop and manage a site safety plan to protect all personnel working at a Removal site.	OSC will review and approve the contractor's site safety plan to ensure all applicable OSHA regulations are met by all personnel.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.

Environmental Measurement Quality Assurance	Contractor shall develop, implement, and manage a quality assurance program to ensure that all environmental measurements are of known quality and meet Regional EPA requirements as specified in OSWER Directive 9360.4-01. Twenty-four (24) hour turnaround times may be required in certain situations as specified in the Contract.	OSC will review all environmental measurement results for completeness, accuracy, and timeliness of submission.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
Subcontractor Oversight	Contractor shall provide oversight/control of all subcontracting activities to ensure that proper procedures are followed and complete documentation is provided to the OSC and CO.	OSC will review all subcontracting documentation for accuracy, completeness, and timeliness of submission.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.

Transportation & Disposal of Wastes	Contractor shall accomplish all storage, transportation, treatment, & disposal of pollutants & meet all regulatory, safety, & environmental laws & regulations at Federal, State, & local levels. The contractor shall be responsible for all necessary transportation & disposal permits.	OSC will review all contractor transportation & disposal activities to ensure accuracy, completeness, timeliness of completion, & adherence to all applicable regulations.	See Section H, "ORDERING UNDER MULTIPLE AWARD CONTRACTS"	1) Receipt of additional Task Orders, after meeting the contract minimum, is dependent on the Contractor's compliance with the Performance Standard.
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IV. TASK ORDER EVALUATION

Contractor/Name and Address (City and State):

Task Order Number:

Task Order Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Evaluate the contractor's OVERALL performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. The contractor conducted on-scene surveys and prepared the work plan with the goal of accomplishing the project in the most effective, efficient, and safe manner.

0 = Unsatisfactory,
1 = Poor,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

d. How would you rate the contractor's key personnel (technical expertise, management capabilities)?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

e. How would you rate the contractor key personnel's response to the requirements of the task order?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

f. The Contractor developed and managed a site safety plan to protect all personnel working at a Removal site.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,

N/A = Not Applicable

Remarks:

g. The Contractor developed, implemented, and managed a quality assurance program to ensure that all environmental measurements were of known quality and met Regional EPA requirements as specified in OSWER Directive 9360.4-01. Twenty-four (24) hour turnaround times were met when required.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

a. To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. The Contractor provided oversight/control of all subcontracting activities to ensure that proper procedures were followed and complete documentation was provided to the OSC and CO.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

a. To what extent did the contractor display initiative in meeting requirements?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. The Contractor accomplished all storage, transportation, treatment, & disposal of pollutants & met all regulatory, safety, & environmental laws & regulations at Federal, State, & local levels. The contractor obtained all necessary transportation & disposal permits.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

a. To what extent did the contractor meet project schedules?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. The contractor employees (both emergency and non-emergency personnel),

equipment, and materials arrived on-site within the amount of time required by the contract and the Quality Assurance Plan.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. The Contractor established and maintain a 24 hour call center in accordance with the contract and the Quality Assurance Plan.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

5. COST CONTROL:

a. To what extent did the contractor display initiative in controlling overall Task Order costs?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. The Contractor was able to track costs and provided the OSC with complete, timely, detailed daily cost accounting, utilizing the RCMS computer tracking system provided by EPA.

0 = Unsatisfactory,
1 = Poor,

2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. To what extent was the contractor's billings current, accurate and complete?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

6. BUSINESS PRACTICES:

a. To what extent did the contractor coordinate and cooperate with the government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

7. CUSTOMER SATISFACTION:

a. To what extent was the OSC satisfied with the overall performance of the contractor.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

V.

TABLE I
LEVELS OF PERSONAL PROTECTIVE EQUIPMENT

LEVEL A

PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Fully encapsulating chemical-resistant suit.
Coveralls (optional).
Underwear, long cotton underwear (optional).
Gloves, outer, chemical-resistant.
Gloves, (inner), chemical-resistant.
Boots, chemical-resistant, steel toe and shank. Depending on the suit worn, the boot may be worn over or under the suit boot.
Hard hat under suit (optional).
Disposable protective suit, gloves and boots (optional) to be worn over the fully encapsulating suit.
Two-way radio communications, intrinsically safe.
Egress system.

LEVEL B

PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Chemical-resistant clothing: (overalls and long-sleeved jacket, coveralls (hooded), one or two piece chemical splash suit, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical-resistant.
Boots (outer) chemical-resistant, steel toe and shank.
Boots (outer) chemical-resistant, disposable (optional).
Hard Hat (face shield optional).
Two way radio communications, intrinsically safe.
Egress system.

LEVEL C

PERSONAL PROTECTIVE EQUIPMENT

Full face air purifying respirator canister, canister equipped (MSHA/NIOSH approved).
Chemical-resistant clothing: (one piece hooded coverall, two piece chemical splash suit, chemical-resistant hood and apron, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical resistant.
Boots, steel toe and shank, chemical-resistant.
Boots (outer, chemical-resistant, disposable, (optional)).

Hard Hat (face shield optional)
Escape mask.
Two way radio communications, intrinsically safe.

LEVEL D

PERSONAL PROTECTIVE EQUIPMENT

Coveralls
Gloves (optional)
Boots/shoes, safety or chemical-resistant, steel toe and shank.
Boots outer, chemical resistant (optional).
Safety glasses or chemical splash goggles (optional).
Hard hat, (face shield optional).
Escape mask.

CHAIN OF CUSTODY

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CHAIN OF CUSTODY

1.0 The purpose of this guideline is to provide information on chain-of-custody procedures as used under the Alternate Remedial Contract Strategy (ARCS) Program.

2.0 This guideline describes the steps necessary for transferring samples through the use of Chain-of-Custody Records. A Chain-of-Custody record is required, without exception, for the tracking and recording of all samples collected for on-site or off-site analysis (chemical or geotechnical) during Program activities. Use of the Chain-of-Custody Record Form creates an accurate written record that can be used to trace the possession and handling of the sample from the moment of its collection through analysis and its introduction as evidence in a legal proceeding. This guideline identifies the necessary custody records and describes their completion.

This guideline does not take precedence over region-specific or site-specific requirements for chain-of-custody.

3.0 DEFINITIONS

Chain-of-Custody Record Form - A Chain-of-Custody Record Form is a printed two-part form that accompanies a sample or group of samples as custody of the sample(s) is transferred from one custodian to the subsequent custodian. A Chain-of-Custody Record Form is a controlled document, provided by the Regional II office of EPA. One copy of the form must be retained in the project file.

Controlled Document - A consecutively-numbered form released for use on a particular work assignment. All unused forms must be returned or accounted for at the conclusion of the assignment.

Custodian - The Person responsible for the custody of samples at a particular time, until custody is transferred to another person (and so documented), who then becomes custodian. A sample is under your custody if:

- You possess the sample.

- It is in your view, after being in your physical possession.
- It was in your physical possession and then you lock it up to prevent tampering.
- You have designated and identified a secure area to store the sample.

Sample - A sample is physical evidence collected from a facility or the environment, which is representative of conditions at the point and time that it was collected.

4.0 RESPONSIBILITIES

Field Operations Leader - Responsible for determining that the chain-of-custody procedures are implemented from the time the samples are collected to their release to the shipper.

Field Samplers - Responsible for initiating the Chain-of-Custody Record and maintaining custody of samples until they are relinquished to another custodian, to the shipper, or to the common carrier.

Remedial Investigation Leader - Responsible for determining that chain-of-custody procedures have been met by the sample shipper and analytical laboratory.

5.0 GUIDELINES

5.1 OVERVIEW

The term "chain-of-custody" refers to procedures which ensure that evidence presented in a court of law is what it is represented to be. The chain-of-custody procedures track the evidence from the time and place it is first obtained to the courtroom. These procedures also provide an auditable trail for the evidence as it is moved and/or passes from the custody of one individual to another. In addition, procedures for consistent and detailed records facilitate the admission of evidence under Rule 803(b) of the Federal Rules of Evidence (P.L. 93-575).

Chain-of-custody procedures, record keeping, and documentation are an important part of the management control of samples in the EPA. Regulatory agencies must be able to provide the chain of possession and custody of any samples that are offered for evidence, or that form the basis of analytical test results introduced as evidence. Written procedures must be available and followed whenever evidence samples are collected, transferred, stored, analyzed, or destroyed.

5.2 SAMPLE IDENTIFICATION

The following information shall be written in the sample log book when in-situ measurement or samples for laboratory analysis are collected:

- location of station and station number
- date and time of measurement
- samples taken if any
- field observations
- level of personnel Protection (if required)
- equipment used to make physical measurements and collect samples

Measurements and observations shall be recorded using black, waterproof ink.

5.2.1 Sample Identification Tag

Samples, other than in-situ measurements, are removed and transported from the sample location to a laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Sampling Plan. Each sample container is identified by a Sample Identification Tag. A Sample Identification Tag must be used for samples collected for CLP (Contract Laboratory Program) analysis in EPA Region II. The Sample Identification Tag is a white, waterproof Paper label, approximately 3-by-6 inches, with a reinforced eyelet, and string or wire for attachment to the neck of the sample bottle. The Sample Tag is a controlled document, and is provided by the EPA Region II Office. The field sampler completes the sample tag and attaches the sample tag to the field sample container. Following sample analysis, the Sample Tag is retained by the laboratory as evidence of sample receipt and analysis.

The following information is recorded on the tag:

- | | |
|--------------------------------|--|
| ○ Project Code | EPA ERRS Delivery Order number. |
| ○ Station Number | A number assigned by the sampling team's field operations leader. |
| ○ Month Day Year | A six-digit number indicating the month, day and year of collection; e.g. 12/21/93. |
| ○ Time | A four-digit number indicating the 24-hour time of collection (for example 0954 is 9:45 am, and 1629 is 4:29 pm) |
| ○ Designate:
Composite/Grab | Designate the sample as either grab or composite. |
| ○ Station Location | Site-specific station location designation defined in Field Operation Plan. |
| ○ Samplers | Signature(s) of sampler(s) on the project team. |
| ○ Preservative | Yes or No. |
| ○ Analyses | Check appropriate box(es) |
| ○ Remarks | CLP Case No/SAS No and CLP sample number and any pertinent comments are recorded. |
| ○ Lab Sample No. | Reserved for laboratory use The tag is then tied round the neck of the sample bottle. |

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the tag attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the tag, as this may compromise the quality control function.

5.2.2 Sample Label

A sample label is utilized when the Sample Identification Tag is not available and

for samples, other than in-situ measurements, which are removed and transported from the sample location to a non-CLP laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Field Sampling and Analysis Plan. Each sample container is identified, when appropriate, by a Sample Label (see sample form).

- o Project EPA Delivery Order Number.
- o Sample Number The project sample number identifying this sample.
- o Date A six-digit number indicating the month, day and year of collection; e.g. 12/21/85.
- o Time A four-digit number indicating the 24 hour time of collection (for example 0954 is 9:54 a.m., and 1629 is 4:29 p.m.).
- o Medium Water, Soil, Sediment, Sludge, Leachate, etc.
- o Sampler Type Grab or Composite
- o Preservative Type, quantity, and concentration of Preservative added.
- o Analyses Same as analyses on Sample Identification Tag (see Section 5.2.2).
- o Sampled By Signature(s) of sampler(s) on the project team.
- o Lab # The receiving laboratory assigns the lab to the sample label (this number is not to be used for on-site analyses).
- o Remarks If for CLP analysis, include the CLP Case or SAS number, and CLP sample number from the traffic report, SAS Packing List, or Dioxin Shipment Record (see Guideline FT-7.04). Also, pertinent observations of the sampler (e.g., sequence number for sequential samples).

The sample label is attached to the sample container by punching a hole in the top corner of the label and slipping a rubberband through the hole. The rubberband and not the sample tag is wrapped around the sample container.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the label attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the label or tag, as this may compromise the quality control function. Sample blanks, duplicates, spikes and splits are defined in Guideline FT-1.01.

5.3 CHAIN-OF-CUSTODY PROCEDURES

After collection, separation, identification, and preservation, the sample is maintained under chain-of-custody procedures until it is in the custody of the analytical laboratory and has been stored or disposed of.

5.3.1 Field Custody Procedures

1. Samples are collected as described in the site-specific sampling plan. Care must be taken to record precisely the sample location and to

ensure that the sample number on the label exactly matches those numbers on the sample log sheet and the Chain-of-Custody Record.

2. The person undertaking the actual sampling in the field is responsible for the care and custody of the samples collected until they are properly transferred or dispatched.
3. When photographs are taken of the sampling as part of the documentation procedure, the name of the photographer, date, time, site location, and site description are entered sequentially in the site log book description as photos are taken. Once developed, the photographic prints shall be serially numbered, corresponding to the log book descriptions.
4. Sample labels shall be completed for each sample, using waterproof ink unless prohibited by weather conditions, e.g., a log book notation would explain that a pencil was used to fill out the sample label because a ballpoint pen would not function in freezing weather.

5.3.2 Transfer of Custody and Shipment

Samples are accompanied by a Chain-of-Custody Record Form. The Chain-of-Custody Form should be obtained from the EPA Region II Office. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the Record. This record documents sample custody transfer from the sampler, often through another person, to the analyst in the laboratory. The Chain-of-Custody Record is filled out as follows:

1. Name of Unit and Address:.....Region II, Delivery Order No., the CLP Case/SA number.
2. Sample Number: Enter the CLP sample number from the traffic report, the SA Packing List number, or Dioxin Shipment Record.
3. Number of Containers: Enter the number of containers with the same CLP sample number, SA packing List number or Dioxin Shipment Record.
4. Description of Samples: Enter the analyses to be performed, the sample matrix (soil, water sediment), concentration (low, medium, high), size and type of container (e.g., 8 oz. glass), and the site-specific sample identification/station number.
5. Person Assuming Responsibility for Sample: Field Operation Leader or Appointed Designee. This name should be the same as the one on the Traffic Report/SA Packing List.
6. Time: Military Time.
7. Date: Month / Day / Year
8. Sample Number: Write "All Listed Above".
9. Relinquished By: Same name as person assuming responsibility.
10. Received By: Name of the Carrier (e.g., UPS, Federal Express) and the bill-of-lading or air bill number.
11. Time, Date: Estimate of when the samples will be relinquished.

12. Reason for Change of Custody: Write "Sample Shipping"
13. Top copy of Chain-of-Custody record is sent to SMO, the second copy is sent to EPA Region II office, the third and fourth copies are placed in a plastic bag with other shipping documents and taped to the inside lid of the Shipping container cooler). A legible xerox copy of the COC Record is sent to the....., and another legible copy is retained for the Project Files.
14. The name on the air bill should be the same as the name of the relinquisher.

The custody record is completed using black waterproof ink. Any corrections are made by drawing a line through and initialing and dating the change, then entering the correct information. Erasures are not permitted.

Common carriers will usually not accept responsibility for handling Chain-of-Custody Record Forms; this necessitates Packing the record in the sample container (enclosed with other documentation in a plastic zip-lock bag). As long as custody forms are sealed inside the sample container and the custody seals are intact, commercial carriers are not required to sign off on the custody form.

A chain-of-custody is completed for every shipping container (cooler) within a shipment from the field to the laboratory.

The laboratory representative who accepts the incoming sample shipment signs and dates the Chain-of-Custody Record, completing the sample transfer process. It is then the laboratory's responsibility to maintain internal log books and custody records throughout sample preparation and analysis.

Proper custody procedures includes using an EPA Chain-of-Custody Seal. It is used to prevent tampering with samples after they have been collected in the field. Custody seals are provided by the EPA Region II Office on an as-needed basis. The custody seal is a 1 by 3 inch white paper label with black lettering and an adhesive backing. Attachment D is an example of a custody seal. The custody seal is placed over the lid of each sample container in such a manner that to open the sample container would require breaking the custody seal. The information recorded on the custody seal for sample container is as follows:

- o Case No./SA No.
- o CLP Sample Number from the Traffic Report, SA Packing List or Dioxin Shipment Record.
- o Signature of the person who took the field sample.
- o Title of the person who took the field sampling.
- o The dated custody seal is placed on the sample container.

Shipping containers (coolers) should be secured to ensure samples have not been disturbed during transport by using nylon strapping tape and EPA custody seals. The custody seals should be placed on the containers so that they cannot be opened without breaking the seal. The information required on the custody seal for shipping containers (coolers) is the Case No., SA No., signature of person assuming responsibility for sample(s), and date of packaging the shipping containers (coolers).

Complete other carrier-required shipping papers.

5.3.3 Receipt for Samples Form

Whenever samples are split with a private Party or government agency, a separate Receipt for Samples Record Form is prepared for those samples and marked to indicate with whom the samples are being split. The person relinquishing the samples to the party or agency shall require the signature of a representative of the appropriate party acknowledging receipt of the samples. If a representative is unavailable or refuses to sign, this is noted in the "Received by" space. When appropriate, as in the case where the representative is unavailable, the custody record should contain a statement that the samples were delivered to the designated location at the designated time. This form must be completed and a copy given to the owner, operator, or agent-in-charge even if the offer for split samples is declined. The original is retained by the Field Operations Leader.

6.0 REFERENCES

USEPA, December, 1988. User's Guide to the Contract Laboratory Program, Office of Emergency and Remedial Response, Wash., D.C.

Program Guideline FT-7.04 - Management of Sampling and Required Forms